

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

- 1.1. Bidders shall study carefully the complete enquiry documents viz. Notice Inviting Tenders, Technical Procurement Specifications, Pre-Qualification Criteria, Instructions to Bidders, Special Terms & Conditions of the enquiry, Standard Terms and Conditions, Price Bid format (BoQ), Bank Guarantee formats etc., as applicable to the Enquiry.
- 1.2. Eligibility for quoting shall be as per the provisions of the latest Revision of Public Procurement (Preference to Make in India) Order 2017, and amendments thereto.
- 1.3. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (Registration Committee constituted by Deptt. for Promotion of Industry and Internal Trade (DPIIT), Govt of India (GoI). This applies to any sub-contractor engaged by the bidder also. The bidder shall enclose a certificate to this effect in their bid along with copy of such registration, if applicable.
- 1.4. The provision under 1.3 above will not apply to bidders from those countries (even if sharing land border with India) to which GoI has extended lines of credit or in which the GoI is engaged in development projects.

2. EARNEST MONEY DEPOSIT (EMD):

- 2.1 EMD, if specified in the Enquiry / NIT, shall be remitted through RTGS / NEFT. UTR No. / payment receipt shall be submitted along with the Part-A of the bid. Details of Bank A/c for remittance of EMD are given below:

Name of A/c Holder: Fertilisers And Chemicals Travancore Ltd.
 Account Type : Cash Credit
 Account No : 57017844467
 IFS CODE : SBIN0070158
 Name of Bank: State Bank of India
 Branch : Udyogamandal
 District : Ernakulam
 State : Kerala.

- 2.2 Bids without EMD shall be rejected except in the following cases. EMD will be exempted for Govt. Depts./firms/public sector units / Startups recognised by Dept. of Industrial Policy & Promotion, GoI / MSE units registered under MSMED Act / firms registered under NSIC/Khadi Board etc. as per applicable govt. directives, on submission of valid documents in proof of the same.

2.3 If the bidder retracts from or without request of FACT revises his bid within the validity period of the bid, the EMD shall liable to be forfeited without prejudice to FACT's other rights to claim damages.

2.4 EMD of the bidder whose bid is accepted and order / contract is awarded will be adjusted against Security Deposit (SD) to be remitted or refunded after the remittance of SD as per the terms and conditions of the Contract.

2.5 In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be cancelled and the Earnest Money already deposited by the contractor shall be forfeited without any further reference to the contractor and alternative arrangements made at the risk and cost of the Contractor without prejudice to FACT's other rights to claim damages

2.6 EMD of the unsuccessful bidders shall be refunded immediately after the contract is finalized.

2.7 No interest shall be paid on the EMD.

3. PRE-QUALIFICATION

3.1 The bidders shall meet the pre-qualification criteria prescribed, if any, for the tender. The bids of such bidders who meet the pre-qualification criteria will only be considered for evaluation and ordering.

3.2 Bidders shall submit self-attested copies of supporting documents as specified in the enquiry, failing which such bidders are liable to be considered not meeting pre-qualification criteria and their bids will not be considered further for evaluation and ordering.

3.3 Except in the cases of items / services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience for Startups recognised by Dept. of Industrial Policy & Promotion (DIPP), subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of the such recognition by DIPP.

3.4 FACT may relax conditions of prior turnover and prior experience with respect of Micro and Small Enterprises – MSEs (Ref Cl. 14.2.1 & 14.2.2 below), if specified in the enquiry / pre-qualification criteria for bidders, subject to meeting of quality and technical specifications.

4. The vendor shall confirm their adherence to technical specifications and other terms and conditions of the enquiry documents forming part of this enquiry by furnishing duly filled in Compliance Statement. Deviations to the enquiry terms and conditions, if any, shall be specified therein.
 5. Technical Brochures, if any, of all items quoted shall be attached along with the offer. Detailed instruction manuals should accompany supply of items.
 6. The approximate weight and size of the offered items shall be indicated in the bid.
 7. Transit insurance shall be in the scope of FACT, unless specified otherwise.
 8. The payment term offered shall be as specified in the enquiry. Unless otherwise specified, the payment term shall be 100% after receipt and acceptance of the items at FACT Stores.
 9. If the situation so warrants, the purchaser reserves the right to accept any part of the offer or portion of the quantity offered and the bidder shall supply the same at the rate quoted.
 10. **SUBMISSION OF BIDS**
 - 10.1 Bids shall be submitted in two parts or in single part as specified in the Enquiry.
 - 10.2 Bids shall be neatly typewritten or printed in English language, without any over writings.
 - 10.3 **TWO PART BIDDING**
Bids shall be submitted in two parts, if specified in the Enquiry, as follows:
 - 10.3.1 **PART-A: PRE-QUALIFICATION cum TECHNO-COMMERCIAL BID.**
A sealed cover, superscribed "PART A - PRE-QUALIFICATION cum TECHNO-COMMERCIAL BID" with Enquiry No., Due Date and name and address of the bidder, which shall contain the following, as applicable, but **WITHOUT ANY MENTION OF THE PRICES:**
 - i. EMD Instrument / claim for exemption with supporting documents.
 - ii. Pre-qualification format duly filled in along with self-attested copies of supporting documents as specified in the enquiry or claim for exemption as per Cl. 3.3 above with supporting documents.
 - iii. Techno-Commercial Offer.
 - 10.3.2 **Part-B: PRICE BID**
A sealed cover superscribed "PART B – PRICE BID" with Enquiry No., Due Date and name and address of the bidder, which shall contain Price Bid with all relevant information such as basic price, P&F, taxes, freight etc. as called for each line item.
 - 10.3.3 The price bid shall be submitted strictly in the format, if any, attached with the enquiry, failing which the offer is liable to be rejected.
 - 10.3.4 Please fill-in all the relevant fields. Blank fields in the price bid format shall be taken as that particular tax / duty / charge is not applicable or as included in the basic price. No claim afterwards will be entertained.
 - 10.3.5 Bidders shall quote the unit prices strictly in the order of serial numbers and units as per the Price Bid. The rates of all applicable taxes/duties shall be clearly indicated. The Price Basis shall be indicated in Part-A and the break-up of all expenses shall be furnished in Part-B to facilitate evaluation. The prices shall be firm without any escalation on any account till the order is completely executed.
 - 10.3.6 **The prices shall be quoted only in Part B**
 - 10.3.7 Part A and Part B with the appropriate markings as above shall be enclosed in an outer cover superscribed with Enquiry No., Due Date and name and address of the bidder.
 - 10.4 **SINGLE PART BIDDING**
Bids shall be submitted with all the documents as specified in Part-A & Part B above in a single sealed envelope superscribed with Enquiry No., Due Date and name and address of the bidder.
 - 10.5 The sealed envelope containing the bid shall be addressed to: **The Administrative Officer, PD Administrative Building, FACT Ltd., Udyogamandal P.O., Kochi, PIN 683501,**
- iv. Drawings, technical specifications, data sheets, catalogues/technical brochures etc. as per Enquiry, as applicable.
- v. Technical Check-List duly filled in.
- vi. Compliance Statement duly filled in.
- vii. UN-PRICED PRICE BID duly filling all relevant columns for P&F, taxes, duties and any other charges, as applicable, as percentage of the basic price quoted, but without mentioning prices. Against each line item the bidder shall mention 'QUOTED' or 'NOT QUOTED' as the case may be.

Kerala, India. Phone: 0484 256 8330, 256 8630

10.6 Timely submission of offers along with all the relevant documents online is the responsibility of the bidders. The **bids received at the above address after due date and time are liable to be rejected.**

11. GOODS & SERVICE TAX (GST)

11.1 FACT's provisional Id in the state of Kerala is 32AAACT6204C1Z2. The bidder shall furnish the following details in the offer:

- i. Place of supply
- ii. Address of the supplier billing the item if it is different from (i) above.
- iii. GST rates applicable for each item / service.
- iv. HSN / SAC codes applicable for each item / service.

11.2 In the case of unregistered supplier, a declaration to that effect with reasons thereof shall be furnished.

11.3 In the event of an order, the seller shall

- i. submit GST compliant tax invoice to FACT along with supply and ensure uploading the same as per statute in the prescribed time limit and
- ii. file monthly returns in time enabling FACT to claim input tax credit.

11.4 Deleted

11.5 In case FACT incurs any loss or liable for any interest, penalty etc. due to denial / reversal of such input tax credit in respect of the invoice submitted by the supplier / contractor, for the reasons attributable to the supplier / contractor, the same shall be recovered from the supplier / contractor.

11.6 Further in case FACT is deprived of the input tax credit due to any reason attributable to the supplier / contractor the same shall not be paid or recovered, if already paid to the supplier / contractor.

12. OVERSEAS VENDORS

Overseas vendors shall note the following while quoting:

12.1 Vendor shall quote CFR Cochin (Kochi), India basis.

12.2 Shipping terms referred to shall be governed by the definitions of latest INCOTERMS.

12.3 Please mention the Country of Origin, location of works, shipping point(s) / port of shipment and Banker's address in the offer.

12.4 Seller shall be responsible for all taxes, duties and levies chargeable to export of goods in the country of origin and / or upto Port of Shipment / Gateway Airport. All taxes and duties in India shall be borne by FACT, excluding those for free replacements due to short shipment / guarantee failure etc.

12.5 Agency commission, if any, shall be clearly indicated in the offer with full address of the Indian Agent. The rate of agency commission, included or payable extra is to be clearly indicated in the offer and shall be shown separately in the Invoice also. Agency commission shall be paid in Indian Rupees.

13. BID OPENING

13.1 The bids of all bidders (only Part-A in the case of two part bidding) who submit their Bid by the due date and time shall be opened at the office of the Central Bid Registration Cell (CBRC), PD Administrative Building on the specified bid opening date & time in the presence of the bidders who have submitted the bids against the enquiry or their authorised representatives present.

13.2 In the case of Two Part bidding, Part-B - Price Bids of bidders whose Part-A bid is found acceptable based on pre-qualification and techno-commercial evaluation only will be opened on a subsequent date. Price bid opening date & time shall be intimated to the qualified bidders.

14. PURCHASE PREFERENCE:

14.1 FACT reserves the right to allow Purchase Preference to Public Sector Enterprises or any other firms as admissible under the existing Government Policy/rules.

14.2 MSE UNITS

14.2.1 Firms registered under MSMED Act shall be extended benefits under public procurement policy for MSEs and such other provisions effected by GoI from time to time, as applicable, (hereinafter called 'the Policy') including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof.

14.2.2 When supply / service as per the tender is divisible in nature, MSEs quoting within the price band prescribed in the Policy shall be allowed to supply / execute a portion of the requirement as prescribed in the Policy, subject to conditions as mentioned in the Policy.

14.2.3 When supply / service as per the tender is non-divisible or non-splitable in nature, MSEs quoting within the price band prescribed in the Policy (in ascending order) may be awarded full / complete supply of total tendered value to such MSEs, subject to conditions as mentioned in the Policy.

14.2.4 The list of items as given in the appendix to the policy are reserved for exclusive purchase from MSEs. Procurement of items in this list will only be from MSEs and will be made from other vendors (non-MSEs) only in case of no acceptable offer from MSEs.

14.2.5 Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments from Government buyers. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. FACT is registered on the TReDS platform by Receivable Exchange of India Limited (RXIL), Mumbai. The MSME vendors can avail the TReDS facility, if they want to.

14.3 **MAKE IN INDIA**

14.3.1 Purchase preference shall be applicable only to Class 1 local suppliers (suppliers or service providers whose goods, services or works offered for procurement has local content equal to or more than 50%) in the manner specified in the latest Revision of Public Procurement (Preference to Make in India) Order 2017, and amendments thereto, subject to orders issued by Deptt. of Fertilisers, Govt. of India.

14.3.2 For the purpose of extending purchase preference as in Cl. 14.3.1 above, margin of purchase preference shall be 20% or as defined in the above Orders, unless specified otherwise in the Enquiry.

14.3.3 When supply / service as per the tender is divisible in nature, Class 1 Local Suppliers quoting within the price band prescribed in 14.3.2 above shall be allowed to supply / execute a portion of the requirement as prescribed in the Make in India Order, subject to conditions as mentioned therein.

14.3.4 When supply / service as per the tender is non-divisible or non-splitable in nature, Class 1 Local Suppliers quoting within the price band prescribed in 14.3.2 above (in ascending order) may be awarded full as prescribed in the Make in India Order, subject to conditions as mentioned therein.

14.3.5 To claim benefits under Make in India Order, the bidder shall provide self-certification or such other certificate(s) as prescribed in the Order, as applicable, that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made

15. **DEVIATIONS:**

15.1 Bidders are requested not to deviate from enquiry terms & conditions as set out in the enquiry documents / enquiry, such as submission of security deposit, performance bank guarantee, delivery period and payment terms indicated in the enquiry. Offers with deviations in SD clause are liable to be rejected, unless specific exemption is available to any bidder by virtue of any valid govt. Notification / policy. Suitable price loadings shall be done as specified in the enquiry. No advance payment will be made.

16. **STANDARDS:**

16.1 All the Bids and correspondence, including but not limited to drawings, bill of materials, spare parts list, lubrication requirements, instruction booklets, etc, shall be in English language only.

16.2 Bidders shall quote/supply only acceptable makes of equipment/items as indicated in the enquiry, wherever applicable.

16.3 Where a brand name with the phrase 'Or Equal' has been used in the Enquiry, bidders may offer alternative equipment and materials, which have similar characteristics and provide performance and quality equal or superior to that of the specified brand. Supporting documentation shall be provided.

16.4 All weights and dimensions shall be in metric system only, unless otherwise specified in the enquiry documents.

17. **BANK GUARANTEES:**

17.1 All Bank guarantees shall be submitted as per the relevant formats attached and shall be issued/confirmed by a nationalized / scheduled bank in India.

18. **COMPLETION PERIOD:**

18.1 The bidder shall quote completion period for supply and commissioning of the equipment / system (if specified in the enquiry) within the delivery period as required as per the enquiry documents, reckoned from the date of placement of Letter of Intent / Order.

19. **CONFORMITY:**

19.1 Bids must conform in all respects with the applicable Specifications, Drawings, Data Sheets, and the Terms and Conditions of this enquiry. Bidders must certify in the form of Compliance Statement that his bid complies with all Enquiry documents and Technical Specifications.

19.2 Bidders may offer alternate proposal (viz. his standard design), but in doing so, he must state all deviations and/or exceptions to the enquiry specification and the reasons thereof. However, FACT reserves the right to reject such alternate offers, without assigning any reason whatsoever.

19.3 Normally no deviations are accepted by FACT. If at all the bidder requires any deviations, the same shall be listed out specifically and enclosed with the enquiry as per Compliance Statement. Except for such deviations specifically listed out in the bid, all other terms and conditions in the enquiry form, drawings and Annexures shall be deemed to have been accepted by the bidder.

20. **EVALUATION OF QUOTATION**

20.1 Unless otherwise specified, the items / quantity in this tender are divisible in nature. i.e. price evaluation and comparison will be done item-wise and orders may be placed on more than one vendor, subject to technical and commercial feasibility, considering economy, user requirement and / or statutory obligations such as purchase preference to MSEs, purchase preference as per Make in India order etc.

20.2 Landed cost of items to be supplied including mandatory spares, operational spares and accessories services, etc. as specified in the enquiry, are considered for determining the L1 bidder. (Landed cost inter - alia, includes taxes, duties, freight, P&F charges, inspection charges and any other additional charges to FACT's account)

20.3 All bids shall be compared in Indian Rupees. In case bids are in foreign currency (applicable to foreign bidders) the exchange rate as on the date of price bid opening will be considered for comparison.

20.4 Terms of payment: Interest charges shall be considered at the prevailing bank rate for payments not envisaged in the enquiry documents.

20.5 Other Deviations: Suitable loading will done for other deviations, if specified in the enquiry.

21. **PURCHASER'S RIGHT:**

21.1 FACT reserves the right to reject any or all bids

without assigning any reason whatsoever. No claims shall lie against FACT on this account and FACT's decision in this regard shall be final and binding on the bidders.

22. **BID VALIDITY:**

22.1 The rates quoted by the bidder shall be valid for FACT's acceptance for a period of 90 days from the date of opening of Part-A bids.

23. **BLACK LISTED / VENDORS UNDER ENQUIRY HOLIDAY:**

23.1 Offers of vendors who are Black listed / put under Enquiry Holiday by FACT will not be considered.

24. **FRAUD PREVENTION POLICY:**

Bidders shall comply with Fraud Prevention Policy of FACT 2012 (FPPF 2012). The said policy is available in FACT Website www.fact.co.in.

25. **CORRESPONDENCE**

Unless otherwise mentioned specifically, all correspondences relating to this enquiry shall be made in English referring the enquiry number and date, to:

The Senior Manager (Materials),
Corporate Materials,
Petrochemical Division Administrative Building,
FACT Limited, Udyogamandal,
Kochi-683501, India